

**OBJECTION TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS In
U.S. Navy. SEALS 1-26 v. Biden, 4:22-cv-01236-O (N.D. Tex.)**

To: United States District Court for the Northern District of Texas
From: Daniel W. Syzdek

I, Daniel W. Syzdek, serve this objection to the Court, that it may also serve as notice to all parties involved. I hold the office of Lieutenant Commander in the United States Navy and filed a religious accommodation to the Navy's COVID-19 shot mandate and am a member of the Navy class as described in *U.S. Navy SEALs v. Biden*, 4:22-cv-01236-O (N.D. Tex.).

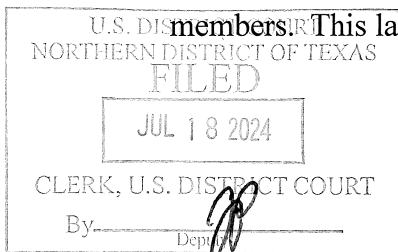
As a class member, I object to the fairness, reasonableness, and adequacy of this Settlement Agreement for the following reasons:

There is no accountability for those who violated the class member's Constitutionally protected rights. Admiral Nowell directly violated RFRA by his blanket denial of religious accommodation requests (RARs). He further denied religious freedom by changing the BUPERS INSTRUCTION 1730.11A STANDARDS AND PROCEDURES GOVERNING THE ACCOMMODATION OF RELIGIOUS PRACTICES to deny that a change of situation could merit a new religious accommodation request. Admiral Gilday also blanketly denied RAR appeals. No action against them sets a precedence of consequence-free denial of Constitutional rights.

The Navy has not acknowledged or apologized for its failed COVID-19 response which denied the Constitutional rights of service members. There has been a complete lack of understanding of religious freedom by the Department of Defense. Early in the pandemic, the Navy command responsible for personnel in the United States had to quickly reverse their policy of not permitting religious services unless those services were on the naval installation. This underscores the lack of awareness of the Oath our top leaders have. They follow societal pressures over their Oath and values of their respective branches. A statement asserting the Navy cares and values our religious liberty on their website is an empty platitude. Any training will be minimally attended and not taken seriously. The damage done merits far more than a simple bureaucratic "we will change something and do better next time" where nothing really changes.

The harms from lack of travel and participation in training for career advancement are not addressed in this settlement. These harms translate into monetary harms along with mental health issues and medical expenses. There were instances of monetary harm for sailors stuck in transition between duty stations and were not compensated. Precedence exists in *Benton v BlueCross BlueShield of Tennessee* in which Ms. Benton was awarded half a million dollars in punitive damages, whereas this settlement offers no punitive damages for class members.

Nothing in this settlement deters the Navy from acting in a similar manner for religious matters in the future. Most leaders in the Navy will be unaware of the settlement and not learn from the mistakes and purposeful misdeeds of those who violated the rights of the class members. This lawsuit addresses one of the most blatant and abundant failure to uphold their



Oath to protect the Constitution and this settlement does nothing to address that other than some empty words and a training which will be largely ignored.

The defendants in this case violated individual rights and therefore any settlement or judgment must address this to the class members. I do not consent to this settlement and will object unless the following five conditions are added to the Settlement Agreement.

- 1) All class members, including those who have left service voluntarily or involuntarily, must be compensated in full for financial loss.
- 2) All class members separated (involuntary, voluntary or requested early retirement) must be fully offered automatic reinstatement to their previous rank and position with the member's right to refuse.
- 3) Provide compensation for mental, emotional, and physical damages for all class members. This situation violated Constitutional rights and class members have been harmed.
- 4) Admiral Gilday, Admiral Nowell, and others named in the lawsuit, must be held accountable for their part in violating the Religious Freedom Restoration Act and the First Amendment of the Constitution. They must be given a reprimand and not permitted to work in federal service as an employee or as a contractor. They violated their Oath and are unfit for duty to serve this country.
- 5) Class members must be invited to develop and provide the training required in this settlement. For training to be effective for any audience, persons who experienced the harms are best fit to provide the training. As part of training after promotion to the rank of Captain, specific training regarding the Constitution, Bill of Rights, and RFRA and how they all connect to the Oath should be required. This training should be required again for each promoted person to Admiral, with refresher training annually for flag officers. Senior officers need to understand they took an Oath to protect the Constitution.

Signed on this date: 15 July 2024



Daniel W. Syzdek

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ATTN: U.S. NAVY SEALS 1-26th BIDEN,

CASE NO. 4:21-cv-01236

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